4120

BILL NO. S-78-07-09

SPECIAL ORDINANCE NO. S-116-78

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 301-1978, between the City of Fort Wayne, Indiana and John Dehner, Inc., Contractor for installation of Paulding Road force main.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated June 26, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and John Dehner, Inc., Contractor, for:

> installation of a force main on an existing sewer line on Paulding Road east of centerline of Hessen Cassel Road, thence westward to centerline of Fruehauf Drive 15± LF west and 40± LF south of centerline of Paulding Road,

under Board of Public Works Sewer Improvement Resolution No. 301-1978, at a total cost of $67,200.00, all as more particularly set forth in said contract which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__ at _____ o'clock ____ M., E.S.T.

DATE: 7-11-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 7-25-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-116-78 on the 25th day of July, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of July, 1978, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of July, 1978, at the hour of 3 o'clock ____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-07-09

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving a contract for Sewer Improvement Resolution No. 301-1978, between the City of Fort Wayne, Indiana and John Dehner, Inc., Contractor for installation of Paulding Road force main

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

7-25-78 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

66-67-78 6/26/78

CONTRACT AND BOND

This Agreement, Made and entered into as of the 26 day of June 1978, by and between JOHN DEHNER, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct a liner inside the following described Sanitary Force Main.

Beginning at the existing sanitary sewer lift station on Paulding Road located 1300 ± LF east of the centerline of Hessen Cassel Road and 40 ± LF south of centerline of Paulding Road; thence, due west 3200 ± LF to an existing 90° fitting in the existing force main located 15 ± LF west of the centerline of Fruehauf Drive and 40 ± LF south of the centerline of Paulding Road.

Said liner shall be 10.75" in diameter.

for the Following Prices

10.75" HDPE Liner installed complete in 12" C.I. Force Main	Sixty Seven THousand Two Hundred and 00/100 Dollars $67,200.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Sanitary Sewer Improvement Resolution No. 301-78 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 90 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this day of JUN 12 1978 19

JOHN DEHNER, INC.

President

Contractor, party of the first part.

This contract approved by us this 26 day of June 1978

BOARD OF PUBLIC WORKS,
Party of the second part.

Mayor

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

JOHN DEHNER, INC.

as principal and United States Fidelity and Guaranty Co.

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY SEVEN THOUSAND TWO HUNDRED AND NO/100 ($67,200.00) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the

day of JUN 1 2 1978, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of ~~Three (3) years~~ One (1) year, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 12th day of JUNE 1978

JOHN DEHNER, INC. (SEAL)

Gerald Dehner President (SEAL)

United States Fidelity and Guaranty (SEAL)

Lane I Ross (SEAL)
Attorney-in-fact

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: Arthur C Zurich

Approved this 26 day of June 1978

Henry P. Wehrenberg

Ethel V. La Mar

Max G Scott

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Ac t (Acts 1929, Page 545, being I.C. 22-3-2-14. It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been giver said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

JOHN DEHNER, INC. Contractors

as principal and United States Fidelity and Guaranty Co.

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY

SEVEN THOUSAND TWO HUNDRED AND NO/100 ($67,200.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said

JOHN DEHNER, INC.

did on the day of JUN 12 1978 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a ~~sewer~~ liner in a force main and along a described centerline beginning at the existing sanitary sewer lift station on Paulding Road located 1300 + LF east of the centerline of Hessen Cassel Road and 40 + LF south of centerline of Paulding Road; thence, due west 3200 + LF to an existing 90° fitting in the existing force main located 15 + LF west of the centerline of Fruehauf Drive and 40 + LF south of the centerline of Paulding Road.

Said liner shall be 10.75" in diameter.

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said JOHN DEHNER, INC.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 12th day of June 1978

JOHN DEHNER, INC. (SEAL)

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: (SEAL)

President (SEAL)
United States Fidelity and Guaranty Co.
BY: (SEAL)
Attorney-in-fact

Approved this 26 day of June 19 78

Board of Public Works.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana,, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE, 1978.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	F&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	12.55	89	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING)	S	10.17		6%		7	2if
(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.60	50	18+30		6	
ELEVATOR CONSTRUCTOR	S	10.91	74½	56	8%	6	
GLAZIER	S	10.20		25	40	4	25¢holidays
IRON WORKER	S	11.20	90	1.05		2	2if
LABORER (BUILDING)	S-SS US	7.70-8.60	70	50		9	
(HIGHWAY)	S-US-SS	7.60-8.45	70	50		9	
(SEWER)	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.07		60		1	2if
MILLWRIGHT & PILEDRIVER	S	10.50		6%		7	2if
OPERATING ENGINEER (BUILDING)	S-SS US	7.90-11.00	40	55		8	
(HIGHWAY)	S-SS-US	8.16-10.87	55	65		8	
(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6misc
PLASTERER	S	9.71	60	40			
PLUMBER & STEAMFITTER	S	11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-10.10					
ROOFER	S	10.15		10			
SHEETMETAL WORKER	S	11.48	50	60		10	11if
TEAMSTER (BUILDING)	S-SS US	8.68-9.63	23.00pw	28.00pw			
(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF Mar 1978

Wayne T Kepley
REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) *By.* Thomas A. Zecha
Vice-President.

(SEAL)

(Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

of Fort Wayne, Indiana , authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) June 12, 1978

Richard Calder
Assistant Secretary

4120

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT, SEWER IMPROVEMENT RESOL. NO. 301-78, PAULDING RD. JOHN DEHNER, INC., CONTRACTOR

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS A-78-07-09

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 301-78, PAULDING ROAD FORCE MAIN, JOHN DEHNER, INC., CONTRACTOR, IN THE AMOUNT OF $67,200.00 FOR THE INSTALLATION OF A FORCE MAIN ON AN EXISTING SEWER LINE ON PAULDING ROAD EAST OF CENTERLINE OF HESSEN CASSEL RD., THENCE WESTWARD TO CENTERLINE OF FRUEHAUF DRIVE 15+ LF WEST and 40+ LF SOUTH OF CENTERLINE OF PAULDING ROAD.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE INSTALLATION OF PLASTIC LINER LINE TO EXISTING SANITARY SEWER FORCE MAIN IN ORDER TO REHABILITATE IT TO A POINT WHERE IT CAN TAKE SOME OF THE LOAD OFF OF PRIMARY MAIN

EFFECT OF NON-PASSAGE UNLESS LINER IS INSTALLED THE FORCE MAIN WILL FURTHER BREAK DOWN AND DETERIORATE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $67,200.00 FROM WATER POLLUTION CONTROL UTILITY

ASSIGNED TO COMMITTEE

EP

Cathy Valentine